

Ernest F. Koschineg, Esq. (*pro hac vice*)  
Antima Chakraborty, Esq. (*pro hac vice*)  
Helen L. Fitzpatrick, Esq. (*pro hac vice*)  
**CIPRIANI & WERNER PC**  
450 Sentry Parkway, Ste. 200  
Blue Bell, PA 19422  
Telephone: (610) 567-0700  
ekoschineg@c-wlaw.com  
nfitzpatrick@c-wlaw.com  
achakraborty@c-wlaw.com

Roger G. Perkins, Esq. (S.B. 86617)  
**Clark Hill LLP**  
One America Plaza  
600 West Broadway, Ste. 500  
San Diego, CA 92101  
Telephone: (619) 557-0404  
rperkins@clarkhill.com

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

JOHN PRUTSMAN, AMIRA MARTZ,  
SIMCHA RINGEL, NAIOMI MARDEN,  
ALANA BALAGOT, CORINNE  
WARREN, SUNNY LAI, AND DAVID  
KLEIN, individually, and on behalf of all  
others similarly situated,

Plaintiffs,

vs.

NONSTOP ADMINISTRATION AND  
INSURANCE SERVICES, INC., Inclusive,

Defendant.

**CASE NO. 3:23-CV-01131-RFL**

**JOINT CASE MANAGEMENT MEMO  
ON THIRD-PARTY CLAIMS**

Judge: Hon. Rita F. Lin

////

////

Pursuant to Rules 16 and 26(f) of the Federal Rules of Civil Procedure and Northern District of California Civil Local Rule 16-9, Third-Party Defendant, Conor Brian Fitzpatrick and Defendant Nonstop Administration and Insurance Services, Inc. (“Defendant”) jointly submit this Case Management Statement and discovery plan in advance of the October 30, 2024, Case Management Conference.

## **1. JURISDICTION AND SERVICE**

### **JOINT POSITION**

The Parties contend that jurisdiction is proper under 28 U.S.C. §1332(d) and 28 U.S.C. § 1367.

## **2. FACTS**

### **JOINT POSITION**

On June 6, 2024, Plaintiff, John Prutsman, and Defendant Nonstop Administration and Insurance Services, Inc., (collectively “Parties”), participated in a mutually agreed-upon mediation with Bennett G. Picker, Esquire of Stradley Ronon Stevens & Young. This mediation proved to be successful, and the Parties settled the claims in the matter of *Prutsman v. Nonstop Administration Insurance Services, Inc.* Third-party claims against Conor Brian Fitzpatrick remained open.

Since mediation the Parties have engaged in settlement negotiations with third-party Defendant Conor Brian Fitzpatrick. Nonstop Defendant and third-party Defendant have not been able to reach an agreement on the terms of the settlement.

1 As a result, Nonstop Defendant is requesting a virtual Settlement Conference with Her  
2 Honor. Alternatively, Nonstop Defendant is requesting a virtual Settlement Conference with a  
3 Magistrate Judge to facilitate settlement discussions.

4 **3. MOTIONS**

5 **JOINT POSITION**

6 None at this time.

7  
8 **4. AMENDMENT OF PLEADINGS**

9 The Parties do not anticipate any amendments to pleadings.

10  
11 **5. EVIDENCE PRESERVATION**

12 The Parties have reviewed the Court's Guidelines Relating to the Discovery of  
13 Electronically Stored Information and, as set forth below, have met and conferred on the issue,  
14 understand their obligations regarding preservation of evidence and are complying with them.

15  
16 **6. DISCLOSURES**

17 Nonstop Defendants have filed their Disclosures.

18  
19 **7. DISCOVERY**

20 No discovery has been taken to date.

21  
22 **8. CLASS ACTIONS**

23 On June 6, 2024, Plaintiff, John Prutsman, and Defendant Nonstop Administration and  
24 Insurance Services, Inc., (collectively "Parties"), participated in a mutually agreed-upon mediation

1 with Bennett G. Picker, Esquire of Stradley Ronon Stevens & Young. This mediation proved to  
2 be successful, and the Parties settled the claims in the matter of *Prutsman v. Nonstop*  
3 *Administration Insurance Services, Inc.* Third-party claims against Conor Brian Fitzpatrick  
4 remained open.

5  
6 **9. RELATED CASES**

7 None.

8  
9 **10. RELIEF**

10 On June 6, 2024, Plaintiff, John Prutsman, and Defendant Nonstop Administration and  
11 Insurance Services, Inc., (collectively “Parties”), participated in a mutually agreed-upon mediation  
12 with Bennett G. Picker, Esquire of Stradley Ronon Stevens & Young. This mediation proved to  
13 be successful, and the Parties settled the claims in the matter of *Prutsman v. Nonstop*  
14 *Administration Insurance Services, Inc.* Third-party claims against Conor Brian Fitzpatrick  
15 remained open.

16 Since mediation the Parties have engaged in settlement negotiations with third-party  
17 Defendant Conor Brian Fitzpatrick. Nonstop Defendant and third-party Defendant have not been  
18 able to reach an agreement on the terms of the settlement.

19 As a result, Nonstop Defendant is requesting a virtual Settlement Conference with Her  
20 Honor. Alternatively, Nonstop Defendant is requesting a virtual Settlement Conference with a  
21 Magistrate Judge to facilitate settlement discussions.

## 11. SETTLEMENT AND ADR

Since mediation the Parties have engaged in settlement negotiations with third-party Defendant Conor Brian Fitzpatrick. Nonstop Defendant and third-party Defendant have not been able to reach an agreement on the terms of the settlement.

As a result, Nonstop Defendant is requesting a virtual Settlement Conference with Her Honor. Alternatively, Nonstop Defendant is requesting a virtual Settlement Conference with a Magistrate Judge to facilitate settlement discussions.

## 12. CONSENT TO MAGISTRATE JUDGE FOR ALL PURPOSES

The Parties remain open to discussing settlement with a Magistrate Judge.

## 13. OTHER REFERENCES

None at this time.

## 14. NARROWING OF ISSUES

At this time, the Parties have not identified any additional issues.

## 15. EXPEDITED TRIAL PROCEDURE

At this time, the Parties do not believe the case is suitable for expedited trial.

## 16. SCHEDULING

## JOINT POSITION

On June 6, 2024, Plaintiff, John Prutsman, and Defendant Nonstop Administration and Insurance Services, Inc., (collectively “Parties”), participated in a mutually agreed-upon mediation

1 with Bennett G. Picker, Esquire of Stradley Ronon Stevens & Young. This mediation proved to  
2 be successful, and the Parties settled the claims in the matter of *Prutsman v. Nonstop*  
3 *Administration Insurance Services, Inc.* Third-party claims against Conor Brian Fitzpatrick  
4 remained open.

5 Since mediation the Parties have engaged in settlement negotiations with third-party  
6 Defendant Conor Brian Fitzpatrick. Nonstop Defendant and third-party Defendant have not been  
7 able to reach an agreement on the terms of the settlement.

8 As a result, Nonstop Defendant is requesting a virtual Settlement Conference with Her  
9 Honor. Alternatively, Nonstop Defendant is requesting a virtual Settlement Conference with a  
10 Magistrate Judge to facilitate settlement discussions.

11  
12 **17. TRIAL**

13 **JOINT POSITION**

14 Nonstop Defendant is requesting a virtual Settlement Conference with Her Honor.  
15 Alternatively, Nonstop Defendant is requesting a virtual Settlement Conference with a Magistrate  
16 Judge to facilitate settlement discussions. The Parties do not believe trial will need to be scheduled  
17 at this time.

18  
19 **18. DISCLOSURE OF NON-PARTY INTERESTED ENTITIES OR**  
20 **PERSONS**

21 The Parties assert that there are no such interested parties other than those named.  
22

23 **19. PROFESSIONAL CONDUCT**

24 All attorneys of record are familiar with the District's Guidelines for Professional Conduct.  
25

20. OTHER

**PLAINTIFFS' POSITION**

None at this time.

**DEFENDANT'S POSITION**

None at this time.

Dated: October 28, 2024

**CIPRIANI & WERNER PC**

By: /s/ Antima Chakraborty  
Antima Chakraborty, *pro hac vice*  
H. Nellie Fitzpatrick, *pro hac vice*  
Ernie F. Koschineg, *pro hac vice*  
450 Sentry Parkway, Ste. 200  
Blue Bell, PA 19422  
Telephone: (610) 567-0700  
nfitzpatrick@c-wlaw.com  
achakraborty@c-wlaw.com  
ekoschineg@c-wlaw.com

*Counsel for Defendant*

/s/ Madeline A. Woodall  
Erika H. Warren (State Bar No. 295570)  
Madeline A. Woodall (State Bar No. 351664)  
WARREN KASH WARREN LLP  
2261 Market Street, No. 606  
San Francisco, California, 94114  
+1 (415) 895-2940  
+1 (415) 895-2964 facsimile  
23-1131@cases.warrenlex.com

*Pro Bono Counsel for Conor Brian Fitzpatrick<sup>1</sup>*

---

<sup>1</sup> On May 30, 2024, the Court appointed Erika Warren and Madeline Woodall of Warren Kash Warren LLP to represent third-party defendant Conor Brian Fitzpatrick “for the limited purpose of representing the litigant in the course of mediation.” Docket No. 89 (May 30, 2024). On June 6, 2024, plaintiffs and Nonstop proceeded to mediation as previously scheduled, and mediation was successful as to those claims. Docket Nos. 81 (Feb. 22, 2024); 92 (June 27, 2024). Defendant Nonstop has not provided any dates for a separate mediation with Mr. Fitzpatrick, but has requested this Court order a settlement conference in an effort to resolve its third-party

/s/ John J. Nelson, Esq.

John J. Nelson

MILBERG COLEMAN BRYSON PHILLIPS

GROSSMAN, PCCL

402 W Broadway, Suite 1760

San Diego, California 92101

Telephone: (858) 209-6941

jnelson@milberg.com

*Attorney for Plaintiffs*

### **ATTESTATION**

I, Antima Chakraborty, hereby attest, pursuant to N.D. Cal. Civil Local Rule 5-1(h)(3), that concurrence to the filing of this document has been obtained from each signatory.

/s/ Antima Chakraborty

### **CERTIFICATE OF SERVICE**

I hereby certify that on October 28, 2024, I electronically filed *JOINT CASE MANAGEMENT MEMO ON THIRD-PARTY CLAIMS* with the Clerk of the Court using CM/ECF. I also certify the foregoing document is being served today on all counsel of record in this case via transmission of Notice of Electronic Filing generated by CM/ECF.

/s/Antima Chakraborty

Antima Chakraborty

claims, at least as to Mr. Fitzpatrick. *Pro bono* counsel hereby requests the Court extend the scope of their appointment to include representing Mr. Fitzpatrick for the purpose of the case management conference scheduled for October 30, 2024, as well as the settlement conference, if ordered.